

	Dated 20 December 2019	
	ARUN DISTRICT COUNCIL	(1)
	and	
	METAMORPH MANAGEMENT LIMITED	(2)
	SECURITY TRUSTEE SERVICES LIMITED	(3)
	DEED OF VARIATION	
	Under section 106 and 106A of the Town & Country Planning Act 1990 relating to land at the Royal Hotel The Esplanade Bognor Regis	
	Planning Application BR/326/18/PL and BR/257/19/PL	
	Arun District Council Arun Civic Centre Maltravers Road LITTLEHAMPTON West Sussex. BN17 5LF Legal Ref: CMS7617	

THIS DEED is dated <i>20th December</i> 2019	
(1)	ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF ("the Council");
(2)	METAMORPH MANAGEMENT LTD incorporated and registered in England and Wales with company number 11271684 whose registered office is at 10 London Mews London United Kingdom W2 1HY ("the Owner")
(3)	SECURITY TRUSTEE SERVICES LIMITED incorporated and registered in England and Wales with company number 08492303 of 6 th Floor 55 Bishopgate London EC2N 3AS ("the Mortgagee")
BACKGROUND	
(A)	The Council is the local planning authority and the local housing authority and the authority responsible for housing and leisure services including open spaces in the area of the Property.
(B)	The Owner is the freehold owner of the Property registered with absolute title at the Land Registry under title number WSX270543
(C)	The Owner has made the Planning Application and the parties have agreed to vary the terms of the Original Agreement as set out in this Deed.
(D)	This agreement is made as a deed under section 106 and 106A of the Act and is supplemental to the Original Agreement.
AGREED TERMS:	
1.	Interpretation
Unless otherwise stated herein the definitions and rules of interpretation contained in the Original Agreement shall apply to this Agreement The following definitions and rules of interpretation apply to this Agreement	
1.1	Definitions
"Act"	means the Town and Country Planning Act 1990 (as amended)
"Planning Application"	means the application made by the Owner under BR/326/18/PL and BR/257/19/PL
"Original Agreement"	means the agreement made under section 106 of the Act dated 29 April 2019 between the Council, the Owner, the then freeholder owner of the Property Danny Junior Keet and Lloyds Bank PLC the then mortgagee of the Property
"Property"	means the land registered with absolute title at the Land Registry under title number WSX270543 and shown for the purposes of identification as edged red on the plan attached to this deed.
1.2	Unless the context otherwise requires, all words and phrases defined in the

		Original Agreement shall have the same meaning in this Deed.
	1.3	Clause headings shall not affect the interpretation of this Deed
	1.4	A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
	1.5	Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
	1.6	Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
	1.7	A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to their respective statutory functions.
	1.8	Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
	1.9	Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
	1.10	Unless the context otherwise requires, references to clauses are to the clauses of this Deed.
	1.11	Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
	1.12	Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
2	Statutory Provision	
	This Deed is made pursuant to the provisions of sections 106 and 106A of the Act, section 111 and s135 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers and shall be enforceable by the Council and County Council as appropriate.	
3	Variation of the Original Agreement	
	3.1	The Original Agreement shall be varied as follows:
	1.1	The definition of Planning Application shall now read "an application for planning permission registered by the Council under reference number BR/326/18/PL and BR/257/19/PL"

	The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this Deed.		
5	Proviso and Declarations		
	The parties hereto agree that for the avoidance of doubt the Owner is only liable for Access Management Contribution of £14,807 and Affordable Housing Contribution of £36,800 to be paid to the Council in accordance with the Original Agreement. There shall be no further liability for the Owner to make any further contributions upon entering into this Deed.		
6	Legal Costs		
	The Owner agrees with the Council that on completion of this agreement to pay legal costs incurred in preparing and entering into this agreement as set out below:		
	Payee	Sum of legal costs	
	The Council	£500.00	
7	Local Land Charge		
	This Deed shall be registered as a Local Land Charge		
8	Value Added tax		
	7.1	All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.	
	7.2	If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.	
9	Third Party Rights		
	A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.		
10	Governing Law		
	This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.		
11	Counterpart Deed		
	11.1 This Deed may be executed and delivered in not more than three counterparts each of which is an original and which together has the same effect as if each party had signed the same document		
This document has been executed and delivered as a deed and is delivered and takes effect			

Seal Book Number:

Authorised Signatory:

**EXECUTED as a DEED by METAMORPH
MANAGEMENT LTD acting by**

A director:

Witness signature:

Witness name: *LES LEX DOWD.*

Witness address: *WOODHORN FARM*

Witness occupation: *OWNER
POLO 2BX*

OSTEO PATH

**EXECUTED as a DEED by
SECURITY TRUSTEE SERVICES LIMITED**
acting by its attorneys Neal Moy as Head of Property
Finance and Emma Kanutin as Head of Loan
Operations

.....
Security Trustee Services Limited
by its attorney Neal Moy

.....
SIGNATURE OF WITNESS

.....
NAME

.....
ADDRESS

.....
OCCUPATION

.....
**Security Trustee Services Limited by its
attorney Emma Kanutin**

in the presence of:

.....
SIGNATURE OF WITNESS

.....
NAME

.....
ADDRESS

.....
OCCUPATION

Seal Book Number:

Authorised Signatory:

**EXECUTED as a DEED by METAMORPH
MANAGEMENT LTD acting by**

A director:

.....
Signature of Director

Witness signature:

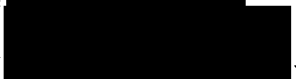
Witness name:

Witness address:

Witness occupation:

**EXECUTED as a DEED by
SECURITY TRUSTEE SERVICES LIMITED**
acting by its attorneys Neal Moy as Head of Property
Finance and Emma Kanutin as Head of Loan
Operations


Security Trustee Services Limited
by its attorney Neal Moy


.....
SIGNATURE OF WITNESS

HOWARD LINCOLN

.....
NAME

55 BISHOPSGATE, LONDON

.....
ADDRESS

FINANCE MANAGER

.....
OCCUPATION

Secu by its
attorney Emma Kanutin

in the presence of

SIGNATURE OF WITNESS

HOWARD LINCOLN

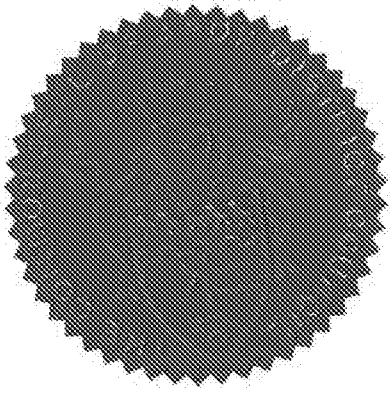
NAME

55 BISHOPSGATE, LONDON

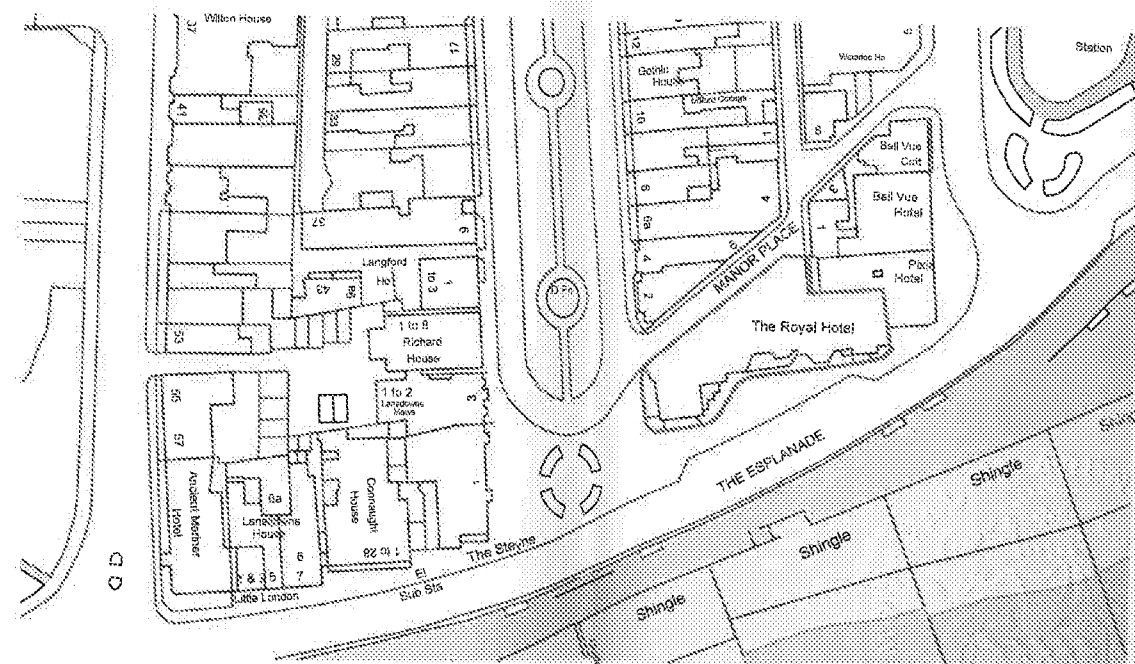
ADDRESS

FINANCE MANAGER

OCCUPATION

	invoice to the party to whom the supply was made and the VAT shall be paid accordingly.
9	Third Party Rights
	A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.
10	Governing Law
	This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.
11	Counterpart Deed
	11.1 This Deed may be executed and delivered in not more than three counterparts each of which is an original and which together has the same effect as if each party had signed the same document
This document has been executed and delivered as a deed and is delivered and takes effect on the date stated at the beginning of it.	
EXECUTED as a DEED by affixing) THE COMMON SEAL of ARUN DISTRICT) COUNCIL) Seal Book Number: 295/2019 Authorised Signatory:  SAHAH CHARLES PROPERTY LAWYER	

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295/2019

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CLIENT Metamorph Management LLP
PROJECT The Royal Hotel
DRAWING TITLE Location Plan

DATE December 2018
DWG NO. 169 / 3.000
SCALE 1:1250 @ A3
REVISION 01
DATE 12.12.18

NOTES

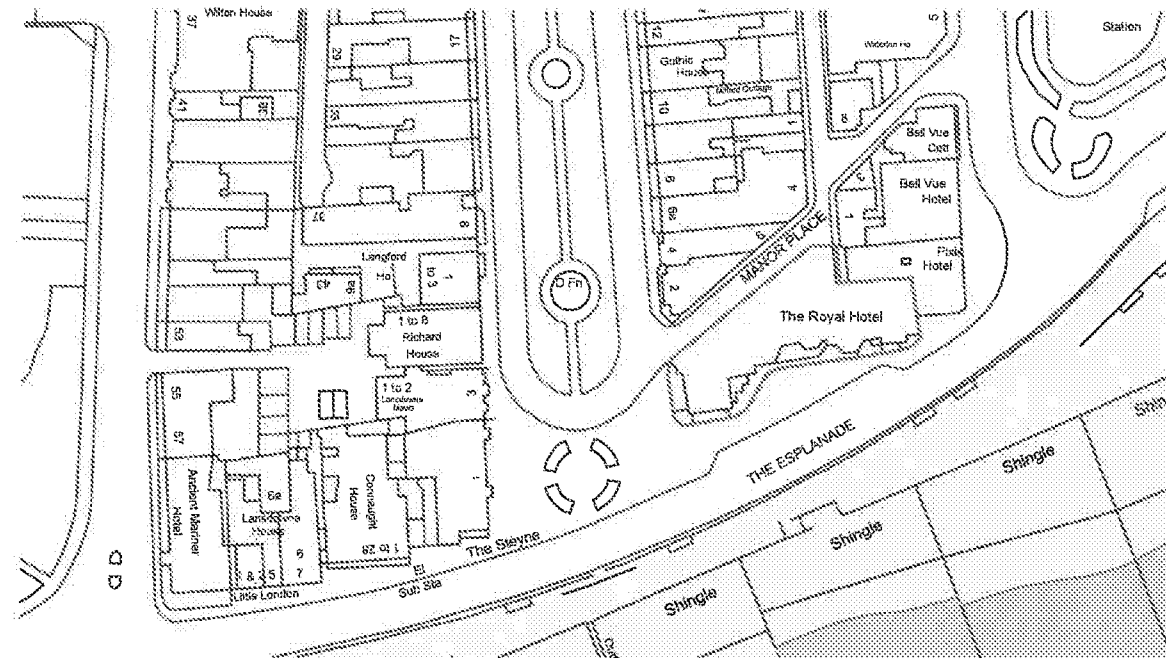
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CLIENT **Metamorph Management LLP**
PROJECT **The Royal Hotel**
DRAWING TITLE **Location Plan**

DATE **December 2018**
DWG NO. **169 / 3.000**
SCALE **1:1250 @ A3**
REVISION **01**
DATE **12.12.18**

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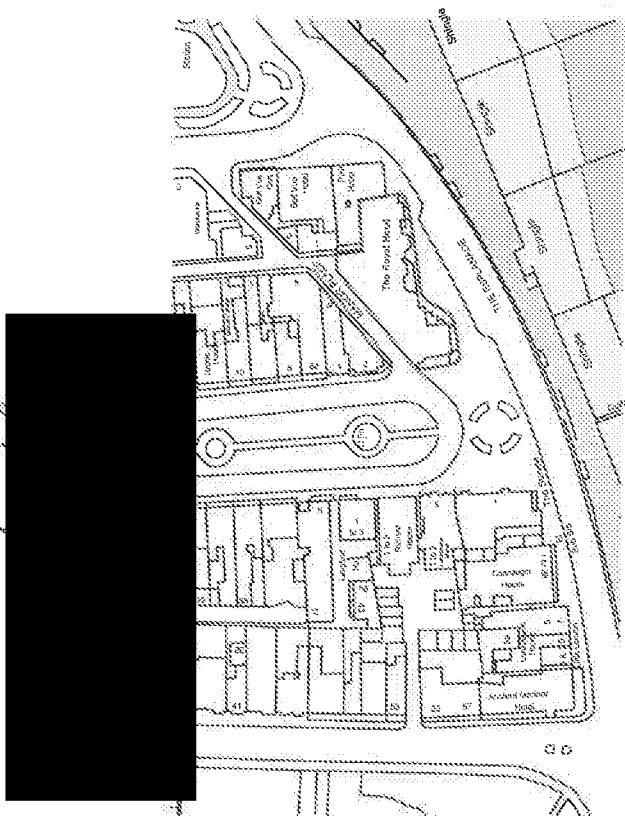
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FOR AND ON BEHALF OF
SECURITY TRUSTEE SERVICES LIMITED



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CLIENT Metamorph Management LLP
PROJECT The Royal Hotel
DRAWING TITLE Location Plan
ARCHITECT: MORE THAN ARCHITECTURE

DATE December 2018
DWG NO. 169 / 3.000
SCALE 1:1250 @ A3
REVISION DATE 12.12.18
01

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